

# **EXHIBIT B**

FIRST AMENDMENT  
TO THE  
TRIAD MANUFACTURING, INC.  
EMPLOYEE STOCK OWNERSHIP PLAN

This FIRST AMENDMENT is made on this 6<sup>TH</sup> day of APRIL, 2016, by Triad Manufacturing, Inc. ("Primary Sponsor").

INTRODUCTION

WHEREAS, the Primary Sponsor previously adopted the Triad Manufacturing, Inc. Employee Stock Ownership Plan ("Plan"), effective as of December 17, 2015 ("Effective Date");

WHEREAS, Section 4.1 of the Plan assigns ten (10) Allocation Points to a Participant for each year of Vesting Service;

WHEREAS, Section 1.51 of the Plan defines Vesting Service based on years of service commencing with the Effective Date;

WHEREAS, notwithstanding the current language of the Plan, the Primary Sponsor intended that the Allocation Points be allocated based on a Participant's years of service regardless of whether such years of service occurred before the Effective Date; and

WHEREAS, the Primary Sponsor desires to retroactively amend the Plan, effective as of January 1, 2016, to revise the definition of Vesting Service so as to reflect the allocation formula the Primary Sponsor intended to be included in the Plan.

AMENDMENT

NOW, THEREFORE, effective January 1, 2016, the Section 1.51 of the Plan is hereby deleted in its entirety and replaced with the following:

"1.51 Vesting Service' means each Plan Year commencing with the Effective Date of the Plan during which an Employee has completed no less than 1,000 Hours of Service, provided, however, that solely for purposes of Section 4.1, Vesting Service shall also include each Plan Year preceding the Effective Date during which an Employee has completed no less than 1,000 Hours of Service. Notwithstanding anything contained herein to the contrary, Vesting Service shall not include:

(a) In the case of an Employee who completes five (5) consecutive Breaks in Service, for purposes of determining the vested portion of his Account derived from Plan Sponsor contributions which accrued before his Termination Completion Date, all Service in Plan Years after his Termination Completion Date; and

(b) In the case of an Employee who completes five (5) consecutive Breaks in Service and at that time does not have any vested right in Plan Sponsor contributions, all Service before those Breaks in Service commenced; and

(c) In the case of an Employee who completes five (5) consecutive Breaks in Service, for purposes of determining that Employee's Allocation Points for the Plan Year in which the Employee first performs an Hour of Service following those Breaks in Service and any Plan Year thereafter, all Service before those Breaks in Service commenced.”

Except as specifically provided herein, the Plan shall remain in full force and effect as prior to this First Amendment.

IN WITNESS WHEREOF, the Primary Sponsor has caused this First Amendment to be executed effective as set forth above.

TRIAD MANUFACTURING, INC.

By \_\_\_\_\_

Name: JEFF FINIGGAN

Title: CFO